



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

of her dead husband. This ruling seems to be more in consonance with our enlightened and humane views.

DEED—DELIVERY—RIGHT OF RECALL.—*NOBLE v. TIPTIN ET AL.*, 76 N. E. 151 (ILL.).—*Held*, that where a grantor encloses a deed in an envelope and gives it to a custodian to be delivered after grantor's death unless recalled by him, there is no delivery of the deed, and it never becomes operative, although delivered by the custodian after the grantor's death.

In general, a deed delivered by the grantor to a third person with directions to have it handed over to the grantee immediately after his death is valid; *Latham v. Udell*, 38 Mich. 238; even though given to wife of grantor, and grantor expressed dissatisfaction with terms of same two days before his death. *Squires v. Summers*, 85 Ind. 252. But, if grantor does not part with control by act, word, or both, the subsequent delivery after his death is not valid. It was held in *Morse v. Slason*, 13 Vt. 296, that where a deed is delivered to one in trust for the grantee to take effect at the grantor's death unless he shall otherwise direct during his lifetime, and he dies without giving any further directions, the deed, at the death of the grantor, takes effect as his deed from the first delivery, it being said that a deed of this character was in the nature of a testamentary disposition of real estate and was revocable without any express reservation of that power. *Belden v. Carter*, 4 Am. Dec. 185. But the weight of authority is overwhelmingly to the effect that the grantor must loose control over the deed.

DIVORCE—COUNSEL FEES—ALLOWANCE TO WIFE.—*DEAN v. DEAN*, 96 N. Y. SUPP. 472. Plaintiff's wife had left him and having obtained a divorce valid in Ohio but void in New York, she married in Ohio. Under oath she denies charges of adultery and asks for counsel fees. *Held*, that the above facts are no bar to her right to counsel fees.

It is a well established rule that the court will make allowance to the wife for the prosecution of a divorce suit, whether the bill be filed by or against her. *Amos v. Amos*, 4 N. J. Eq. 171; *Ex parte King*, 27 Ala. 387; unless there is an undenied charge of adultery against her. *Bissell v. Bissell*, 3 How. Prac. 242. Emphasis is laid on the fact that the wife must not be wholly in the wrong. *Strong v. Strong*, 1 Abb. Prac. N. S. (N. Y.) 358; *Miller v. Miller*, 43 How. Prac. 125. So the case in hand presents an apparent contradiction to the principle in the case of *Munson v. Munson*, 60 Hun. (N. Y.) 189, where it was laid down upon good authority that a marriage in a foreign state where a valid divorce had been obtained, was ground for divorce on charge of adultery if in original domicile the divorce was void. In *Blake v. Blake*, 80 Ill. 523, it is shown that the allowance is largely within the discretion of the court. But if the wife cannot easily defray expenses the allowance must be made. *Douglas v. Douglas*, 13 Abb. Prac. (N. S.) 291. So too, the pecuniary condition was made a test in *Miller v. Miller*, 1 Wkly. N. Cas. 415.

EVIDENCE—OWNERSHIP OF PROPERTY—CONCLUSIONS.—*HAWLEY v. BOND*, 105 N. W. 464 (S. D.).—In an action to recover property levied on, alleged to belong to plaintiff and not to the judgment debtor, plaintiff was asked who was the owner at the time of the levy, over an objection that the question called for the witnesses' opinion, and not for a fact. *Held*, that the plaintiff was entitled to testify that the property was hers.

Ownership of personal property, as a rule, can be proved as a fact; *Pickler v. Reese*, 171 N. Y. 577; *Rasco v. Jefferson*, 38 So. 246 (Ala.); *Steiner v. Trantum*, 98 Ala. 315; and, if there is a real dispute as to the net effect of these facts, these may be brought out in detail on cross-examination; *Wigmore on Evidence*, sec. 1960; but there is authority for saying that when the question of transfer is the direct issue in the case, then the best evidence must be produced. *Simpson v. Smith*, 27 Kans. 565; *Street v. Nelson*, 67 Ala. 504. Still other authorities hold that the question of ownership is the opinion of a witness as to a mere conclusion of law and hence is inadmissible. *Dunlap v. Hearn*, 37 Miss. 471; *Richmond v. Brewster*, 2 N. Y. Supp. 400; *Babe v. Baker*, 44 Ill. App. 578.

LIBEL.—*NICHOLS v. DAILY REPORTER CO.* 83 PAC. 573. (Utah).

Defendant printed and distributed cards on one side of which were the words "Vote for honest Jake Bosch for delegate," and on the other side "Explanatory—Mr. C. A. Nichols owes the Daily Reporter Co. a balance of \$34.25 for printing done in 1894. Draw your own conclusions and vote for Mr. Nichols if you think he is unable to pay." Plaintiff was candidate for the office of delegate in a typographical union. *Held*, not libelous *per se*. *Bartch, C. J. dissents*. It would be otherwise if plaintiff were engaged in an occupation where credit was necessary.

LICENCES—MERCHANTS—PERSONS INCLUDED.—*STATE EX REL. TOWN OF SIGOURNEY v. NELSON*, 105 N. W. 327. (IOWA).—Code Sec. 700 gives to cities and towns power to define by ordinance who shall be considered transient merchants. *Held*, that this can be construed as a grant of power to declare one engaged simply in soliciting orders or making delivery of goods on behalf of another as a transient merchant, when, by universal acceptance of the business world he is not such.

In the case of *Seaton Mays v. The City of Cincinnati*, 1 Ohio St. 272, it was held that it is not part of the franchises of municipal corporations to change the meaning of English words; that where, under charter the council was prohibited from assessing charge on persons bringing provisions to the markets in wagons, etc., but allowing them to prevent huckstering and forestalling, an ordinance defining hucksters as "any person, not a farmer or butcher, who shall sell, etc., any commodity not of his own produce and manufacture" and requiring such person to take out licence, is void. The city council has no power under the city charter, to enact by ordinance, that soliciting orders for future delivery of goods shall be deemed and taken to be peddling, within the meaning of the code, such soliciting not being "peddling" within the proper meaning of the word. *City of Davenport v. Rice*, 75 Ia. 74. The leading idea of a hawker or peddler is that of an itinerant or traveling trader, who carries goods about in order to sell them and who actually does sell them to purchasers, in contradistinction to a trader who has goods for sale, and sells them, in a fixed place of business. *Com. v. Ober*, 12 Cush. 495. A peddler fully embraces persons engaged in going through the city from house to house and selling milk to different persons. *City of Chicago v. Barlee*, 100 Ill. 61. Taking orders for goods to be manufactured is not peddling. *Town of Spencer v. Whiting*, 68 Iowa 678. An ordinance requiring transient merchants to pay a licence is discriminating in favor of resident merchant, and in conflict with Art. I. Sec. 8 of the Constitution of the United States and void. *The Town of Pacific Junction v. Dyer*, 64 Iowa 38; *The City of Marshalltown v. Blum*, 58 Iowa 184.